

TERMS & CONDITIONS, RISK WARNING AND WAIVER

PLEASE READ!

AS A CONDITION OF ENTRY FOR THIS EVENT, I MUST COMPLY WITH THE FOLLOWING TERMS:

DEFINITIONS

In these Terms and Conditions:

Claim means and includes any action, suit, proceedings, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Recreational Activity but does not include:

- (a) a claim against Tour de Cure by any person expressly entitled to make a claim under an insurance policy held by Tour de Cure; or
- (b) a claim against Tour de Cure under any right expressly conferred by Tour de Cure's constitution or regulations.

Event means the Event I wish to participate in.

Recreational Activity means any participation in the Event, including walking, riding, support crew activities and all training for the Event.

Risks means differing situations while undertaking an activity that could be harmful to me, including the actions, omissions or negligence of Tour de Cure or any of them or any third parties which may result in personal injury or death.

Tour de Cure includes:

- (a) Tour de Cure Limited and its directors, officers, employees, agents and contractors;
- (b) any other organisation involved in the promotion, organisation or management of the Event and its directors, officers, employees, agents and contractors; and
- (c) any person providing assistance in relation to the promotion, organisation or management of the Event.

I ACKNOWLEDGE THAT:

GENERAL

1. Tour de Cure requires that I assist with on-tour chores such as: laundry, cleaning cars, packing trucks and helping mechanics.
2. Supplied accommodation for crew and riders for this Event is up to Tour de Cure's discretion. Tour de Cure endeavours to supply everyone with comfortable beds in clean rooms. Shared accommodation arrangements are often required.
3. I must visit my General Practitioner for a full check-up and submit accurate medical forms before participating in this Event. These forms supply Tour de Cure with the most up to date medical information.

RISK WARNING

Tour de Cure warns me and I acknowledge that:

- (a) Undertaking the Recreational Activities can carry Risks.
- (b) I have been warned of the Risks associated with the Recreational Activities.
- (c) Because of the Risks, I will be exposed to the possibility of injury even if I act safely whilst undertaking the Recreational Activities.
- (d) Tour de Cure attempts to supervise activities during the Event however this, in no way, mitigates the Risks.
- (e) I agree that I undertake the Recreational Activities at my own risk and that these terms constitute a 'risk warning' in accordance with the *Civil Liability Act 2002* (NSW) (or equivalent legislation if the Event takes place in any other State or Territory).
- (f) Liability that arises from the Risks or the breach of any express or implied warranty that any services will be provided by Tour de Cure with due care and skill in relation to the Recreational Activities is hereby excluded.
- (g) I am aware that the Event involves cycling and/or walking on public roads throughout Australia. I acknowledge that cycling and/or walking on public roads is a potentially dangerous activity which carries with it a risk of injury or death.
- (h) If I am participating in the Event as a cyclist, I also acknowledge that cycling is a physically demanding activity which requires a high level of fitness and I warrant that my fitness level is such that I am capable of participating in the Event.
- (i) If I am participating in the Event as a cyclist, I warrant that I hold current membership of an Australian cycling body that provides insurance coverage and I will maintain that membership until at least the conclusion of the Event.
- (j) In deciding to participate in the Event, I have not relied on any representations made by or on behalf of Tour de Cure.

WAIVER

The Recreational Activities are recreational services for the purposes of section 139A of *Competition and Consumer Act* (2010). I acknowledge and agree as a condition of participating in the Event, that in relation to the supply of the Recreational Activities to me, I waive my right to make any Claim in relation to, and Tour de Cure excludes and will not be held liable for, my: (a) death, or (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), or (c) contraction, aggravation or acceleration of a disease, or (d) the coming into existence or the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to me that (i) is or may be harmful or disadvantageous to me or to the community or (ii) that may result in harm or disadvantage to me or the community.

STATUTORY GUARANTEES

Other than as allowed by the *Competition and Consumer Act* (2010) set out above, I am entitled to certain statutory warranties and protections pursuant to the *Competition and Consumer Act* (2010) and the Australian Consumer Law. Nothing in this waiver operates to exclude, restrict or modify any provision of the *Competition and Consumer Act* (2010), the Australian Consumer Law or any equivalent State or Territory legislation.

WARRANTIES

As a further condition of participating in the Event, I warrant that I will:

- (a) comply with all reasonable instructions and directions in relation to the conduct of the Event given to me by any person authorised to give such instructions and directions;
- (b) ensure that any bicycle used by me and any related equipment is properly maintained;
- (c) participate in the Event in a safe and responsible manner;
- (d) have read Tour de Cure's Riding Etiquette (including any updated versions);
- (e) have read Tour de Cure's Support Driving Etiquette (including any updated versions);
- (f) obey all relevant Australian road rules.

INTELLECTUAL PROPERTY RIGHTS:

I acknowledge and agree that all intellectual property rights in any digital content of myself created on the Event will vest in and remain with Tour de Cure, and that Tour de Cure will at any time in the future be entitled to use all such digital content. Digital content includes photographic, video, audio or any other content. I give permission to Tour de Cure to use any digital content in any medium and for any purpose, which could include but is not limited to advertising, promotion, marketing, fundraising and/or packaging for any product or service at any time in the future.

INSURANCE:

I have been advised by Tour de Cure that I should ensure I have adequate insurance in the event of an accident or any injury. Tour de Cure has also advised that I should seek professional advice, and I have had the opportunity to seek that advice, on the level of cover I require with regards to:

- (a) Private Health insurance;
- (b) Private Property Insurance;
- (c) Income protection Insurance; and
- (d) Life Insurance.

FUNDRAISING:

On the understanding that, for LIFE Ride 2019, the following fundraising amounts are applicable:

- Rider - \$3,000 minimum. A personal registration fee of \$650 will be paid to an external party. Details will follow
 - Support Crew - \$750 minimum. A personal registration fee of \$250 will be paid to an external party. Details will follow.
1. I am aware and committed raising a minimum amount of money according to my role in the Event. This enables Tour de Cure to fund vital cancer research, support and prevention projects.
 2. I will strive to meet my fundraising milestones (50%, 75%, 100% of fundraising achieved) by their respective dates.
 3. I commit to a personal donation of the amount disclosed within this Expression of Interest to secure my position in the Event.
 4. If these fundraising conditions are not met, I am aware that it is up to the discretion of Tour de Cure whether I am permitted to participate in this Event and future Events.

RIDERS:

1. As a rider, I must have insurance to ride in a peloton with Tour de Cure.
2. I acknowledge that training rides prior to the Event are compulsory and that my attendance will be at my own cost. (Each state conducts their own training; you will be contacted by your team captain to initiate this training.)
3. Following rider assessment, if I am deemed unfit to participate in the Event for medical reasons, or general riding fitness, I accept the decision of Tour de Cure and am happy to renegotiate my role and presence on the Event, if there are any non-rider roles available.
4. I understand that there is a minimum requirement for participation being: a road bike with drop bars (tri bars and flat bars are not permitted), clip in pedals (not shoe straps or flat pedals), my bike being less than 5 years old.
5. I can achieve an average of 26-28kms/hr on the flat

SCHOOLS:

1. If I am not permitted by law to visit a school or schools along the Event route for any reason, I must notify staff of Tour de Cure in writing prior to the Event, and I acknowledge that I will not be permitted to participate in any school visit.
2. I am happy to be actively involved and a role model for our 'Be Fit, Be Healthy, Be Happy' message.
3. I acknowledge that I am not permitted to capture or publish photos of school children for any reason unless Tour de Cure receives signed permission from the school in question.
4. I understand I will need to complete a Working With Children check prior to Tour.

TOUR DE CURE SHOP SITE:

Tour de Cure retains a database of the details of people who have participated in past Tours. This information helps us to manage tours and enable timely communication to all Tour de Cure participants. The board has developed offers on the Tour de Cure shop site in conjunction with a 3rd party group named The Consortium Centre. For The Consortium Centre to confirm that the individuals accessing the offers are registered Tour de Cure riders or participants, it is necessary for them to confirm your membership via your email address held with Tour de Cure. In agreeing to these terms and conditions, you opt in to allowing The Consortium Centre to access this email address for confirmation, so that they may enable offers to you through the Tour de Cure shop

Tour de Cure

Code of Conduct and Ethical Standards

1. Purpose

Our mission is to provide a safe and enjoyable environment for employees, volunteers, corporate partners, schoolchildren and the community with which Tour de Cure (TDC) engages.

Your conduct reflects the reputation of TDC. In carrying the responsibility and authority of a TDC employee and/or volunteer, you are held to a high standard of conduct and are more open to public scrutiny while representing our organisation.

Our Code of Conduct and Ethical Standards is provided to support you in meeting these expectations and outlines what TDC considers to be appropriate behaviour. These standards reflect and reinforce the principles outlined in this Code of Conduct and Ethical Standards.

TDC employees and volunteers are expected to commit to our high standards of behaviour, in line with TDC's Organisational Values.

2. Organisational Values

The following Organisational Values underpin TDC's policies, procedures and practices and how employees and volunteers interact with the community and each other.

2.1 Safety

- (a) The health, safety and wellbeing of our people, and contributing to a wholesome, secure and respectful environment, are integral to the success of TDC.
- (b) We have a strong safety culture, driven by an understanding and acceptance that the responsibility of safety and wellbeing rests with all TDC employees and volunteers.
- (c) Our employees and volunteers focus on health and safety practices in the workplace and the community in which we participate.
- (d) Riders must have:
 - (i) Read and committed to the Riders Etiquette document published on the TDC website;
 - (ii) Achieved our training and assessment criteria prior to commencing a TDC Tour.
 - (iii) Submitted a Medical Clearance Certificate prior to commencing a Tour; and
 - (iv) Have a well-maintained and mechanically sound road bike.

2.2 Integrity

- (a) Behave honestly and in a way that upholds the values and good reputation of TDC.
- (b) Respect the right of fair treatment for all stakeholders (i.e. employees, volunteers, donators, schoolchildren, corporate partners and their employees, and the community at large).
- (c) Maintain confidentiality and respect those we deal with.

2.3 Leadership

- (a) Be approachable and consistent when dealing with colleagues, children, stakeholders, corporate partners and the community.
- (b) Strongly commit to the values of TDC.
- (c) Guide, trust, develop and empower colleagues.
- (d) Make timely decisions that are guided by both values and safety.
- (e) Inspire participation and commitment through our shared vision.

2.4 Flexibility

- (a) Be open-minded and adaptive to change.
- (b) Adopt an attitude of continuous participation.
- (c) Encourage participants.
- (d) Maintain cooperation with corporate partners and the community.
- (e) Welcome variance.
- (f) Practice tolerance.

2.5 Respect

- (a) Treat everyone with respect, courtesy and fairness.
- (b) Accept diversity with tolerance and understanding.
- (c) Listen with patience, value opinions and provide feedback.
- (d) Be appreciative of and acknowledge the efforts of others.
- (e) Consider our internal and external stakeholders.
- (f) Inspire confidence through ethical and fair treatment of others, ensuring that our actions are not discriminatory or disrespectful.

2.6 Professionalism

- (a) Accept responsibility, show commitment and lead by example.
- (b) Contribute to the knowledge pool if you have the required skill set.
- (c) Be accountable to our internal and external stakeholders.
- (d) Take all reasonable steps to avoid conflicts of interest with TDC's stakeholders and corporate partners, report those that cannot be avoided and cooperate in their management.
- (e) Maintain high personal standards in appearance and conduct.
- (f) Communicate openly, honestly and empathetically.

2.7 Compliance

- (a) Review and comply with all published policies, procedures and guidelines.
- (b) Comply with the law.
- (c) Comply with any lawful and reasonable direction by authorised TDC staff, police and emergency personnel.
- (d) Only access, use or disclose confidential information if required to fulfil your duties and as permitted by privacy legislation.
- (e) Posting information or comments that are offensive, obscene, racist, sexist or discriminatory that may, in the opinion of TDC senior executives, Board members and/or the Tour Manager, bring TDC into disrepute or conflict with corporate partners and/or the community will not be tolerated.
- (f) Maintain a safe environment that is free from sexual harassment, bullying, discrimination or unacceptable behaviour of any kind.

3. Application

This Code of Conduct and Ethical Standards provides the principles that all employees and volunteers must apply. Non-compliance with or a departure from this Code of Conduct and Ethical Standards by any employee or volunteer may result in management or disciplinary committee action.

4. Ethical Decision-Making

As a TDC employee and/or volunteer, you will encounter many varied and complex situations.

Whatever the circumstances, you need to be able to make lawful, informed and ethical decisions.

While legislation and organisational policy rules and guidelines will direct or inform how to deal with certain matters, they cannot prescribe every situation or experience.

Using a decision-making process through consultation with TDC executives Board, members and/or Tour Managers on Tour will ensure compliance with ethics, organisation values and human rights that reflect TDC standards and community expectations.

5. Responsibilities of Managers

TDC executives and Tour Managers play an influential role in ensuring an environment that upholds the professional and ethical standards and values of TDC. They do this through their own behaviour and by how they lead and support their employees and volunteers.

If you are a senior manager or Tour Manager, you are expected to:

- (a) Personally demonstrate ethical and professional behaviour and reinforce these standards in your environment.
- (b) Take action at the earliest opportunity if you believe an employee or volunteer is not upholding this Code of Conduct and Ethical Standards.
- (c) Provide employees and volunteers with adequate supervision and support, as is appropriate to their training, experience and duties.
- (d) Encourage employees and volunteers to make lawful, professional and ethical decisions, and support these decisions. Executives and Tour Managers are responsible for the actions and decisions of employees and volunteers under their supervision, especially regarding matters of integrity and ethical standards.
- (e) Acknowledge and reward good work performed by employees and volunteers.
- (f) Manage and support the performance and professional development of their employees.
- (g) Address performance issues promptly and directly.
- (h) Create an environment that fosters open and honest communication and use of initiative.
- (i) Demonstrate a commitment to TDC policies and strategies and communicate new policies or practices to employees and volunteers.
- (j) Contribute to the development of TDC by identifying and implementing improvements to policies and practices and encourage employees and volunteers to do so.
- (k) Be proactive in your attitude, behaviour and performance to act against harassment, bullying, discriminatory acts or offensive language. Take all reasonable precautions to prevent such behaviour.
- (l) Delegate responsibility for some functions or activities to other employees and/or volunteers. However, you are still accountable for the decisions and actions of those employees and volunteers within the scope of the delegation.

6. Appearance

How you present yourself as a representative of TDC can have as much impact upon the professional image and reputation of TDC as your actions. When you are on Tour, your individual style does not have precedence over TDC's responsibility to provide a consistent and professional image and a safe environment. Therefore:

- (a) Your clothing, grooming and personal accessories:
 - (i) Must project a favourable image of TDC as a professional and disciplined organisation; and
 - (ii) Must not be extreme or detract from the need to represent as participants of a disciplined and professional organisation.
- (b) TDC employees and volunteers must have regard to dress and appearance standards, bearing in mind your responsibility to:
 - (i) Present a neat, clean and professional image;
 - (ii) Provide a visible presence to the community; and
 - (iii) Maintain your own personal health and safety.

7. Fitness

You are expected to be fit for any Tour, for the health and safety of yourself, your colleagues, corporate partners and the public, and not to be affected by alcohol or drugs when working for TDC or while participating on Tour.

If you consume alcohol, you are encouraged to do so in a responsible and safe manner and must ensure that it does not affect your ability to meet the legal requirements of driving or riding on public roads. You are reminded that the use of illicit drugs is a criminal act and that TDC will not tolerate this activity by employees or volunteers.

8. Information Handling

As an employee, participant and/or volunteer in TDC, you may have access to personal information that TDC obtains, receives and holds to carry out its functions and to manage Tours, which may include sensitive health information. This data contains confidential and personal information which must be collected, used, disclosed and managed sensitively and appropriately. You may be responsible for the appropriate collection and handling of confidential or sensitive information and maintaining the integrity of such information.

Unless specifically authorised by law or in writing by TDC, you must not collect, access, use or disclose any information if it is not specified in your role.

9. Reporting Misconduct

Our integrity as employees and volunteers relies on our personal behaviour and willingness to act against misconduct. Employees and volunteers are required to report any act or suspected act of misconduct committed by any other employee or volunteer. Employees or volunteers who discharge this duty can expect support from their colleagues and from TDC.

You should report such acts or suspected acts directly to:

- (a) The CEO and/or Chairman of TDC when in a work environment; or
- (b) The nominated Tour Manager and/or Director of TDC when on Tour.

10. Disciplinary Committees

10.1 Reporting

Alleged acts of misconduct or similar matters must be reported to:

- (a) The CEO and/or Chairman of TDC when in a work environment; or
- (b) The nominated Tour Manager and/or Director of TDC when on Tour.

Alleged misconduct must be referred to the relevant Disciplinary Committee for determination of what (if any) action is required.

10.2 Disciplinary Committees

The Disciplinary Committees consist of the following positions:

- (a) Work Environment: TDC CEO, Chairman and Legal Counsel; or
- (b) On Tour: a committee of three people, consisting of Tour Manager, Chief Medical Officer, Risk and Governance Committee Member and/or TDC Director.

Should any of these positions be conflicted by participating in the Disciplinary Committee, an available TDC Director will stand in their place, via telephone, Skype or FaceTime if necessary.